

South Lambeth Chapel.

Thos Daniel Esq^r Pew N^o 48-

C O P Y

OF THE

DEED OF SETTLEMENT.

THIS Indenture, made the Eighth Day of April, in the Thirty-Third Year of the Reign of our Sovereign Lord George the Third, by the Grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, and in the Year of our Lord 1793, BETWEEN JOHN DOLLOND, PHILIP BUCKLEY, and JOHN MAWSON, all of South Lambeth, in the Parish of Saint Mary at Lambeth, in the County of Surry, Gentlemen, of the First Part: THE REV. WILLIAM VYSE, Doctor of Laws, the Rector of the said Parish of Saint Mary at Lambeth, of the Second Part: And CHARLES BLICKE, CHARLES STEWART, and JAMES GUBBINS, all of South Lambeth aforesaid, Gentlemen, and the SEVERAL OTHER PERSONS, whose Hands and Seals are hereunto set and subscribed, of the Third Part: WHEREAS, the several Persons herein before-named, (except the said William Vyse,) and others of the several Persons, Parties to these Presents, of the Third Part, have had divers Meetings to consider and consult together on the
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Subject of erecting a Chapel for Divine Service, at or near unto South Lambeth, in the said Parish of Saint Mary at Lambeth, for the Use and Accommodation of the Inhabitants of that Vicinage, which is at a great Distance from the Parish-Church: And the said several Parties to these Presents of the First and Third Parts, having obtained the Permission and Assent of the said William Vyse, as Rector of the said Parish of Saint Mary at Lambeth, for such Purpose, they the said several Persons, Parties of these Presents, of the First and Third Parts, have agreed to erect, build, and complete, a Chapel, in which Divine Worship shall be performed and celebrated according to the Rites and Ceremonies of the Church of England, at their joint Expence, and at the Place and in Manner herein-after mentioned, and have also agreed to enter into the several Covenants, Articles, Stipulations, Provisoos, Declarations, and Agreements, herein-after expressed, declared, and contained, of and concerning the same. AND WHEREAS, by Indenture of Lease, bearing Date on or about the Ninth Day of January last past, and made or expressed to be made between John Bond, of the City of London, Banker, and Sarah, his Wife, of the First Part: John Pratt, of Lambeth-Lawn, in the said Parish of Saint Mary at Lambeth, Gentleman, of the Second Part: And the said John Dollond, Philip Buckley, and John Mawson, of the Third Part: IT IS WITNESSED, that as well in Consideration of the great Costs and Charges which the said John Dollond, Philip Buckley, and John Mawson, would be put unto in and about the erecting, building, and completely finishing, the Erections and Buildings, therein-after mentioned, in and upon the Piece or Parcel of Ground therein-after demised, as for other the Considerations therein-mentioned: They, the said John Bond and Sarah, his Wife, at the Request and by the Direction and Appointment of the said John Pratt, (testified as therein-mentioned,) DID demise, lease, and to farm let, unto the said John Dollond, Philip Buckley, and John Mawson, ALL that Piece or Parcel of Ground,
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late Part of a Garden, in the Occupation of Sarah Lindsey, Widow, situate in the said Parish of Saint Mary at Lambeth, abutting East 75 Feet on the Turnpike-Road, leading from Vauxhall to Stockwell; South Feet upon other Premises of the said John Bond and Sarah, his Wife, called South Lambeth-Place; West 113 Feet 3 Inches upon other Part of the said Garden; and North 220 Feet upon other Part of the said Garden, intended to be laid open for a Road of Communication from the Turnpike-Road leading from Vauxhall to Wandsworth, with the said Turnpike-Road leading from Vauxhall to Stockwell, together with the Use of the said Road when made by the said John Pratt, as therein is mentioned; which said Piece or Parcel of Ground thereby demised is more particularly delineated and described in the Plan drawn in the Margin of the said now-reciting Indenture of Lease, TOGETHER with all and singular the Erections and Buildings which should be thereupon or upon any Part thereof, at any Time or Times during the Continuance of the Term thereby granted, erected, and built, together with all Appurtenances thereunto belonging, or in any wise appertaining, TO HOLD the same, with the Appurtenances, unto the said John Dollond, Philip Buckley, and John Mawson, their Executors, Administrators, and Assigns, from the Twenty-Ninth Day of September then last past, for, and during, and unto, the full End and Term of 99 Years from thence next ensuing, and fully to be complete and ended, at and under for the First Year of the said Term the Rent of a Pepper-Corn, and for the Residue of the said Term the Rent or Sum of £ 20, clear of all Taxes and Deductions whatsoever, and payable quarterly as therein-mentioned: In which said Indenture of Lease, now in recital, is contained (amongst others) a Covenant on the Part of the said John Dollond, Philip Buckley, and John Mawson, to erect and build, on the said Piece or Parcel of Ground thereby demised, and completely finish, in a most substantial, good, and workmanlike, Manner, within the First Year of the said Term thereby granted, a Chapel for Divine Worship, and inclose the Dormitory or Ground

thereto belonging with a good substantial Fence on the North, East, and West, Sides of the said Piece or Parcel of Ground, and keep it so inclosed during the said Term, and to build the said Chapel in such Manner, with such Materials, and according to such Plan and Elevations, as in the said Covenant of the said Lease now in recital is particularly mentioned and expressed, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully appear: AND WHEREAS the said recited Indenture of Lease and the Piece or Parcel of Ground thereby granted and demised to the said John Dollond, Philip Buckley, and John Mawson, as aforesaid, were so granted and demised to them, and their Names were made Use of in the said Indenture of Lease IN TRUST only for, and for the Use and Benefit of, them the said John Dollond, Philip Buckley, and John Mawson, and the several other Persons, who are Parties to these Presents, of the Third Part, their respective Executors, Administrators, and Assigns, according to their respective Rights and Interests herein-after expressed and declared. NOW THIS INDENTURE WITNESSETH, and they the said John Dollond, Philip Buckley, and John Mawson, for themselves, their Executors, and Administrators, do hereby covenant, declare, testify, and agree, to and with the several other Persons, who are Parties to these Presents, of the third Part, that they, the said John Dollond, Philip Buckley, and John Mawson, their Executors, Administrators, and Assigns, shall and will, from Time to Time, and at all Times hereafter, for and during all the now Residue of the said Term of 99 Years, by the said recited Indenture of Lease granted, have, hold, be possessed of, and interested in, the said Piece or Parcel of Ground and Premises thereby demised, and the Chapel, Erections, and Buildings, which shall be erected and built thereon or on any Part thereof, together with the Galleries, Pews, Ornaments, Furniture, and other the Appurtenances, which now do, or shall, or may, belong or appertain to the said Ground, Chapel, and Premises; IN TRUST for themselves
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and all other the Persons, Parties to these Presents, of the Third Part, according to their respective Shares, Rights, and Interests, herein-after particularly mentioned, expressed, and declared, concerning the same: **AND THIS INDENTURE FURTHER WITNESSETH**, and all and every the said Parties of these Presents, of the First and Third Parts, do hereby each of them, for himself and herself, and for his and her several and respective Executors and Administrators, mutually covenant, promise, declare, and agree, to and with the other and others of them, their several and respective Executors and Administrators in Manner and Form following, (that is to say,) that a Chapel (which is already begun to be built) shall, with all possible and convenient Speed, be erected, built, and completed, upon the said Piece and Parcel of Ground demised by the said recited Indenture of Lease as aforesaid, and that the said John Dollond, Philip Buckley, and John Mawson, Charles Blicke, James Gubbins, Richard Foster, and Robert Tyler, and the Survivors of them, shall be, and they are, nominated, appointed, authorised, and impowered, to be a Committee for the Purpose of managing, conducting, and regulating, the erecting and building the said Chapel, which shall be built and constructed of such Dimensions, Elevations, and Materials, and in such Manner and Form as hath been already agreed on and determined, at a Meeting of the said Proprietors, and, as to the said Committee, or the Survivors of them, shall hereafter seem expedient and necessary: **AND ALSO**, that the building and completing the said Chapel and the Galleries, Pews, Ornaments, and Furniture, of the said Chapel, shall not exceed, in Expenditure, the Sum of £3000. **AND FURTHER**, that the Estate and Property of and in the said demised Piece or Parcel of Ground, and Chapel to be thereon erected and built as aforesaid, and all Appurtenances which shall be thereunto belonging, shall consist of 60 equal Parts or Shares; the first and original Charge and Purchase of each of which said Shares shall amount to the Sum of £50; and that the Subscribers to the said Chapel shall have and

and be intitled to One Share for every Fifty Pounds by them respectively paid: AND FURTHER, that all and every the said Parties to these Presents shall and will, at the Times and Manner herein-after mentioned, well and truly pay, or cause to be paid, the several Sums of Money set opposite their respective Names, in the Schedule here under-written, for and in Consideration of their several and respective Shares of and in the said Chapel and Premises, and that thereupon they, the said Parties to these Presents, shall respectively become and be entitled to such Shares or Number of Shares, as according to the Sum of Money by him, her, or them, subscribed, he, she, or they, shall be entitled to, and as is herein before expressed and declared; which said several Sums of Money, so subscribed or to be subscribed by the said Parties respectively, which have not been already paid, shall be by them paid to or into the Hands of Messrs Bond and Son, Bankers, Exchange-Alley, Cornhill, London, or of such other Bankers as the said Committee shall appoint, at the Times and in the Proportion and Manner following, (that is to say,) One-Fifth Part thereof at or before the Sealing and Delivery of these Presents, Two other Fifth Parts thereof on or before the First Day of May now next ensuing, and the Remaining Two-Fifth Parts thereof on or before the First Day of June also next ensuing, and the same Moneys already paid, or so much thereof as now remains unapplied, and the Moneys to be paid into the Hands of the said Messrs Bond and Son, or of such other Bankers as the said Committee shall appoint; shall from Time to Time be drawn out by the said Committee herein before-appointed for superintending the Building of the said Chapel, or the Survivors of them, or any Four or more of them, which shall be constantly, and from Time to Time, paid, laid out, and applied, by them, the said Committee, in and about the erecting, building, and completing, the said Chapel, and for other the Purposes herein before-mentioned: PROVIDED ALWAYS, that if any or either of the said Parties to these Presents, of the First and Third Parts, shall refuse or neglect to pay all or any

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Part of the said Moneys, in the Proportions and at the Times herein-before for that Purpose mentioned: Then, and in every such Case, all and every the Sum and Sums of Money, by him, her, or them, before paid, on Account of the Subscription to the said Chapel, shall thereby become, and be totally and absolutely, forfeited, and the respective Parts and Shares, of him, her, or them, so neglecting or refusing to pay, the said Moneys of and in the said Chapel and Premises, shall from thenceforth be totally lost and done away; and the same Parts and Shares shall thereupon merge, vest, and become, the Property of the said John Dollond, Philip Buckley, and John Mawson, their Executors, Administrators, and Assigns, IN TRUST for such of the Proprietors or Subscribers of the said Chapel, who have made, or shall make, good their Payments as aforesaid, and such forfeited Parts or Shares shall be by them, the said John Dollond, Philip Buckley, and John Mawson, their Executors, Administrators, or Assigns, at any Time thereafter sold, demised, conveyed, and disposed of, to any other Person or Persons; and in the mean Time, and until such Sale, Demise, or Disposition, the same Parts and Shares shall be let by the Committee, to be appointed as herein-after mentioned, to any Person or Persons, for any Time or Term not exceeding one Year; and that the Moneys to arise from the Sale, Demise Disposition, and letting the same Parts and Shares, shall from Time to Time be paid, and applied, for and towards the general Purposes of the said Chapel, any Article, Clause, Matter, or Thing, herein before contained to the Contrary thereof in any wise notwithstanding. AND it is hereby further covenanted, declared, and agreed, by and between all and every the said Parties to these Presents, of the First and Third Parts, that each of the Parties to these Presents, who shall purchase or subscribe for one Share only of and in the said Chapel and Premises, shall thereby become and be entitled to a Pew, containing four Seats, in the said Chapel: Each, who shall purchase or subscribe for two Shares of and in the same Chapel and Premises, shall be entitled to a Pew or Pews containing

containing Eight Seats in the said Chapel: Each, who shall purchase or subscribe for Three Shares of and in the same Chapel and Premises, shall be entitled to a Pew or Pews containing Twelve Seats in the said Chapel: And each, who shall purchase or subscribe for Four Shares of and in the same Chapel and Premises, shall be entitled to a Pew or Pews containing Sixteen Seats in the said Chapel. AND FURTHER, that when and so soon as the said Chapel and the Galleries in the same, and also the Pews therein, shall be erected and fixed, a Plan or Ground-Plot of the said Chapel shall be made and taken upon a large Scale, under the Direction of the said Committee, appointed for the managing the Erection of the said Chapel as aforesaid; and in which said Plan shall be set out and delineated the several Seats and Pews erected and fixed as well in the Galleries as on the Basement or Ground-Floor of the said Chapel, each of which said Pews, so set out and described in the said Plan, shall be numbered, from the Number One, by Gradation, to the highest Number that the said intended Pews shall amount to, (that is to say,) a gradual Number to be marked on the Scite of each intended Pew on the said Plan: And that as soon as the said Plan shall have been made and taken, and the intended Pews therein numbered as aforesaid, the Choice of the several Seats, that shall belong to each Proprietor or Subscriber, shall be determined and ascertained by Lot in Manner following, (that is to say,) so many Pieces of Paper as and for Lots shall be provided and folded up as shall be equal in Number to the Number of Shares subscribed for in the said Chapel; in One of which said Lots shall be marked or figured the No. 1, in another the No. 2, and so on in Gradation to the Number of Shares; which said Lots shall be deposited in a Box or Bag, and shaken indiscriminately together; and the said Proprietors (or such Persons as shall be authorized by them respectively for that Purpose) shall thereupon fairly draw out of the said Box or Bag One Lot for each Share, belonging to them respectively, until all the said Lots shall be fairly drawn out; such Ballotting or Drawing to be
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made and performed in a public Manner. **PROVIDED ALWAYS,** nevertheless, and it is hereby further declared and agreed, by and between the Parties to these Presents, of the First and Third Parts, that if any or either of the Subscribers for, or Proprietors of, Two or more Shares, shall be minded or desirous to determine their, his, or her, Turn or Right of choosing Seats in the said Chapel for Two or more Shares by One Lot, and shall signify such their, his, or her, Mind or Desire previous to the Commencement of such Ballotting or Drawing, as aforesaid, such Subscribers for, or Proprietors of, Two or more Shares, shall be at Liberty so to do, and the Lots or Numbers shall be accordingly reduced before the said Ballotting or Drawing shall take Place, any Thing herein contained to the contrary notwithstanding. **AND** that as soon as all the said Lots shall be drawn, the same shall be forthwith shewn to the President of the said Meeting, who shall openly read the Number contained in each Lot, and the Name of the Person to whom such Lot shall belong, and cause the same Lots respectively, and the Numbers thereof, together with the Names of the Persons to whom such Lots shall respectively belong, to be fairly entered and written in a Book, to be provided for that Purpose, or in the Minute-book, in which are, or shall be, entered the several Proceedings of the Proprietors of the said Chapel; and that immediately thereupon, the Person, who shall draw Lot One, shall be entitled, in the first Place, to choose his Seats in the said Chapel, according to the Share or Shares which he or she shall then have drawn for; and the Person, who shall draw No. 2, shall be entitled to the next Choice of his or her Seats in the said Chapel, according to his or her Share or Shares then drawn for; and so on throughout the Whole of the said Lots and Proprietors, (that is to say,) the next Number in Gradation upwards, being to be entitled to the next Choice of Seats, according to the Share or Shares then drawn for, and that the said Proprietors shall thereupon, or within Twenty-one Days after the said Shares shall have been drawn,

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choose their respective Seats in the said Chapel, according to the Shares by them respectively drawn, and that immediately after such Choice shall have been made by each Person respectively, in the Rotation aforesaid, the Seats, chosen by such Persons respectively, shall be forthwith marked and ascertained on the said Plan or Ground-Plot, and the respective Names of the Proprietors, choosing their Seats as aforesaid, shall be wrote and inscribed on that Part of the Plan where their Seats shall be respectively situate; and all the said Proprietors shall thereupon subscribe their Names to the said Plan or Ground-Plot, in Testimony of their Approbation of their several Seats, so to be chosen and ascertained as aforesaid; and the said Seats, so chosen and ascertained, shall thereby become and be the Estate and Property of the said Proprietors respectively, for all the Residue and Remainder of the said Term of 99 Years, in and by the said recited Indenture of Lease granted as aforesaid, (the last Ten Days of the said Term only excepted,) and shall and may be used, assigned, and disposed of, at his and their Will and Pleasure accordingly. But subject, nevertheless, to the Payment of a proportionable Part or Share of all the Costs, Charges, and Expences, which shall be incident to, or attendant upon, the said Chapel and Premises, with the Appurtenances, the Rent, Taxes, and necessary Repairs, thereof; the Salary to be paid to the Clergyman from Time to Time to be appointed to perform Divine Service in the same, and the Clerk, Sexton, and other Officers or Servants, necessary to be employed in or about the said Chapel, or otherwise, as herein-after is mentioned and agreed on. AND FURTHER, that when and so soon as the said Chapel shall have been so erected and completed, and the Seats, to which the several Proprietors are, or shall be, respectively intitled, shall have been ascertained or determined, in Manner and by the Means herein-before, for that Purpose, mentioned; they, the said John Dollond, Philip Buckley, and John Mawson, their Executors or Administrators, shall, and they do, hereby covenant and agree to grant
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and execute unto each of them, the said several Proprietors respectively, a Demise or Lease, Declaration of Trust, or such other sufficient Deed or Instrument, as Counsel shall advise, of the Seats in the said Chapel to which he or she shall be respectively entitled in Manner aforesaid, and of other his or her Estate and Interest in the said Chapel-Ground and Premises. TO HOLD the same unto the said Proprietors respectively, their respective Executors, Administrators, and Assigns, for all the then Residue and Remainder of the said Term of 99 Years, in and by the said recited Indenture of Lease granted, (save Ten Days, as aforesaid.) AND FURTHER, that for the further and better Elucidation and Manifestation of the Shares and Rights of the said Proprietors, after the said Chapel and the Galleries, Pews and Seats, thereof, shall be fully completed, a Plan or Ground-Plot thereof shall be made and taken, (besides that herein before-mentioned,) in which shall be fairly and distinctly delineated and shewn the Seats belonging to each Proprietor, which said Plan or Ground-Plot shall be signed and subscribed by all the said Proprietors, and carefully preserved in the said Chapel, (and a sufficient Number of correct Copies of the said Plan shall be printed on a smaller Scale for the Use of the said Proprietors respectively, and One of them shall be constantly kept clean, and affixed at or about the Height of Five Feet from the Floor in the said Chapel, for public and general Inspection.) AND FURTHER, that all and every of the Pews and Seats in the said Chapel, which shall remain, (after the Seats of the said Proprietors shall have been ascertained and determined, as aforesaid,) shall not be sold or disposed of, but shall be, and remain, and continue, vested in a Committee of the said Proprietors, (to be appointed or chosen, as herein-after is mentioned;) and such Surplus Pews and Seats shall be, from Time to Time, let, by the said Committee, to any Person or Persons, for any Space or Term, not exceeding Seven Years, but no longer than Seven Years, without the Consent of the Majority of Proprietors at some public Meeting, and

all and every the Rents, Proceeds, and Profits, arising from the Letting such Pews and Seats, and all other the Proceeds and Profits arising from, for, or in respect of, the said Chapel, shall be applied and expended in Aid of the Proprietors, and for and towards the general and incidental Expences of the said Chapel: And in case any Surplus of Moneys, arising from the Letting of such Pews and Seats, and other the Proceeds or Profits of the said Chapel, shall remain, after answering and paying all and every the general and incidental Expences of the said Chapel, and all Things belonging thereto, such Surplus, when and as often as the same shall, from Time to Time, exceed One Hundred Pounds, shall, Once in every Year, be fairly and equally divided by the said Committee, to be appointed and chosen as hereinafter is mentioned, between and amongst themselves, and all other the Proprietors of the said Chapel, in Proportion to their several Shares and Interests in the same Chapel. AND MOREOVER, all and every the said Parties to these Presents, of the Third Part, do, for themselves, severally and respectively, and for their several and respective Executors and Administrators, covenant, promise, and agree, to and with the said John Dollond, Philip Buckley, and John Mawson, their Executors and Administrators, that they the said Parties to these Presents, of the Third Part, their Executors, Administrators, and Assigns, shall and will from Time to Time, and at all Times, during the now Residue of the said Term of 99 Years, in and by the said recited Indenture of Lease granted, well and truly pay, or cause to be paid, unto the Treasurer, for the Time being, of the said Chapel, or to such other Person or Persons as the Committee, to be appointed as hereinafter mentioned, shall, from Time to Time, direct, their several proportionable Parts and Shares of all Costs, Charges, and Expences, which shall, from Time to Time, be attendant on, or any Ways incident to, the said Chapel, and the Rent, Taxes, and Repairs, thereof, and the Salaries and Payments to be paid to the Clergyman, Clerk, Sexton,

Sexton, and other Officers and Servants of or belonging thereto, and also shall and will, from Time to Time, and at all Times, during the now Residue of the said Term of 99 Years, well and sufficiently save, defend, keep harmless, and indemnified, the said John Dollond, Philip Buckley, and John Mawson, their Executors, Administrators, and Assigns, and every of them, their, and every of their Goods and Chattels, Lands and Tenements, of, from, and against, the Payment of the said yearly Rent, reserved and made payable in and by the said recited Indenture of Lease, and all and every the Taxes, Rates, Charges, and Impositions, which now are, or during the Residue of the said Term of 99 Years shall be, laid, taxed, charged, or imposed, on the said demised Piece or Parcel of Ground, or on the Chapel and Buildings now erecting and building thereon, or on any Part or Parcel thereof, or on any Person or Persons in respect thereof, or any Part thereof, by Authority of Parliament, or otherwise howsoever, and also of, from, and against, all Costs, Charges, and Expences, as they the said Lessees, their Executors, Administrators, or Assigns, shall bear, pay, expend, or be put unto, for, or on Account of, the repairing, and keeping in Repair, and insuring from Loss or Damage by Fire, and keeping insured, the said Chapel and Premises, or for, or on Account of, the Non-performance of all, any, or either, of the Covenants, Conditions, and Agreements, comprised in the said recited Indenture of Lease, which, on the Part and Behalf of the Lessees, are, or ought to be, observed, performed, fulfilled, and kept, or for, or on Account of, any Matter, Cause, or Thing, relating to the said Lease, or to the Burthen taken by them, the said John Dollond, Philip Buckley, and John Mawson, their Executors or Administrators, in becoming Lessees of the said Piece or Parcel of Ground in Trust, as aforesaid. PROVIDED ALWAYS, and it is hereby further declared and agreed, by and between all and every the said Parties to these Presents, of the First and Third Parts, that all and every of the Proprietors of the said Chapel, for the
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Time being, shall pay, contribute, answer, and be chargeable, for and towards the indemnifying and saving harmless the said Lessees, their Executors, and Administrators, only *pro rata*, and according to their respective Shares and Interests in the said Chapel and Premises, and that such of the said Parts and Shares of the respective Proprietors of the said Chapel, for the Time being, who shall refuse or neglect to pay his, her, or their, Contribution, (after being duly called upon and demanded so to do,) for the Purposes aforesaid, shall thereby be and become forfeited, and for ever lost; and the same forfeited Parts or Shares shall, thereupon, merge, vest in, and become, the Property of the said John Dollond, Philip Buckley, and John Mawson, their Executors, Administrators, and Assigns, IN TRUST for such of the Proprietors of the said Chapel who shall make good, answer, and pay, their Contribution aforesaid; and such forfeited Parts or Shares shall be by them, the said John Dollond, Philip Buckley, and John Mawson, their Executors or Administrators, at any Time thereafter sold, demised, conveyed, and disposed of, to any other Person or Persons, and in the mean Time, and until such Sale, Demise, or Disposition, the same Parts and Shares shall be let by the said Committee, (to be appointed as herein-after mentioned,) to any Person or Persons, for any Time, or Term, not exceeding Seven Years; and that the Moneys to arise from the Sale, Demise, Disposition, or letting the said forfeited Parts and Shares, shall, from Time to Time, be paid, and applied for and towards, the general Purposes of the said Chapel, any Thing herein contained to the contrary thereof in any wise notwithstanding. AND all and every of the said Parties to these Presents, of the First and Third Parts, do, and each of them doth, for themselves severally and respectively, and for their several and respective Executors and Administrators, covenant, promise, and agree, to and with the said William Vyse, and his Successors, Rectors, for the Time being, of the said Parish of Saint Mary, at Lambeth, that when and so soon as the said Chapel

Chapel shall be erected, built, and completed, he, the said William Vyse, or his Successors, shall and may nominate, elect, and appoint, the Pastor or Minister to officiate and perform Divine Service in the said Chapel, without any Intermeddling or Interruption of or by the others of the said Parties to these Presents, or any or either of them, and shall and may, from Time to Time, remove such Pastor or Minister, and elect and appoint any other Person to be Pastor or Minister of the said Chapel in his Stead; and that they, the said Parties to these Presents, of the First and Third Parts, their respective Executors, Administrators, and Assigns, shall and will yearly and every Year during the said Term of 99 Years, or for such Part of the said Term as the said Building shall be used as a Chapel, with the Concurrence of the Majority of Proprietors, well and truly pay, or cause to be paid, to the Pastor or Minister of the said Chapel for the Time being the Salary or Sum of Forty Pounds of lawful Money of Great Britain, such Salary to be paid by the Treasurer for the Time being of the said Chapel, quarterly, on Christmas-Day, Lady-Day, Midsummer-Day, and Michaelmas-Day, in each and every Year, PROVIDED ALWAYS, and it is hereby agreed and declared by and between the said William Vyse and all and every the said Parties to these Presents, that the Qualifications necessary for the Clergyman, who shall or may be from Time to Time appointed Pastor or Minister of the said Chapel, are and shall invariably continue to be, that the Person is and shall be of unsullied Fame and Reputation, a Graduate of one of the Universities of Oxford or Cambridge, and in Principles and Practice purely orthodox and perfectly consistent with the Doctrines of the Christian Religion, and of the Church of England, as by Law established, with the Liturgy contained in the Common Prayer Book, and the constant and usual Rites and Ceremonies of the said Church, and that the Duties of such Pastor or Minister are and shall constantly and invariably continue to be, to perform the Morning and Evening Services in Manner as the same are performed in the established Church with

a Sermon at the Conclusion of the Morning Service, only on every Sunday, Christmas-Day and Good Friday, in the Year, at the said Chapel. PROVIDED ALSO, and it is hereby declared and agreed by and between the said Parties to these Presents of the First and Third Parts, that it shall and may be lawful to and for the said William Vyse, or his Successors, (at the Request of Two-Thirds or more of the Proprietors of the said Chapel, for the Time being, in Writing, but not otherwise,) to appoint any Clergyman to be Pastor or Minister of the said Chapel, who is not or shall not be a Graduate or entered of either of the Universities of Oxford or Cambridge, the aforesaid proviso or any Thing herein contained to the contrary thereof in any wise notwithstanding: AND the said William Vyse, for himself, and as far as he lawfully may or can for his Successors, doth hereby covenant and agree to and with all and every the other Parties to these Presents, their Executors, Administrators, and Assigns, that he, the said William Vyse, or his Successors, shall and will, when and so soon as the said Chapel shall be erected and completed, nominate and appoint a fit and proper Person as Pastor or Minister of the said Chapel, according to the Qualifications and Descriptions herein before-mentioned; and in Case the Person so appointed shall die, resign or neglect the Duties of his said Pastorship in any Manner or Wise howsoever, he, the said William Vyse, or his Successors, shall and will, in like Manner, appoint another fit and proper Person to do and perform the Duties of the said Pastorship in his Place and Stead, and so, from Time to Time, as any Vacancy shall arise in the said Pastorship: AND MOREOVER, it is hereby further covenanted, agreed, and declared, by and between all and every the said Parties to these Presents, that within Twenty Days after the said Chapel shall be erected and completed, and Divine Service shall be begun to be performed therein, all the Proprietors of the said Chapel shall assemble and meet together in the said Chapel; Notice of which Meeting shall be first publicly given in the said Chapel on the Sunday next preceding the said Meeting, and from

from and after such First Meeting shall assemble and meet together in the said Chapel, from Time to Time, as Occasion shall require, for the Purpose of transacting the necessary Business of the said Chapel, and for carrying the Purposes thereof into Execution ; which future Meetings shall be convened by the Committee to be appointed as herein-after mentioned ; and they, or any Three or more of them, are hereby authorised and empowered to cause public Notice to be given, from Time to Time, in the said Chapel immediately after Morning-Service ; and that, at such First Meeting, to be held within Twenty Days after the Completion of the said Chapel and Performance of Divine Service therein as aforesaid, and, after such First Meeting, at an annual Meeting, to be held in the said Chapel in the Month of June in each succeeding Year, (Notice having been first given in the said Chapel as aforesaid,) the said Proprietors, or a Majority of them, present at such Meeting, shall nominate and appoint Six of the said Proprietors, who, with the said Lessees and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns, of such Survivor, and such new Trustees as shall be appointed, pursuant to the Power herein-after for that Purpose contained, shall be, and be, called a Committee of the said Proprietors ; and that the said Committee shall, at their First Meeting after every new Committee shall be chosen as aforesaid, nominate and appoint One of themselves to be Treasurer of the said Chapel, and that the Treasurer for the Time being, when present, shall always be President of all Meetings of the said Proprietors and of the said Committee, and that Three of the said Six Committee-Men shall go off the said Committee every Year, and Three other of the Proprietors shall be nominated and appointed to succeed them, and that none of the said Six Committee-Men shall continue longer upon the said Committee than Two succeeding Years, but shall be eligible to be re-chosen after having been off the Committee One Year, and that the said Committee for the Time being, or any Five or more of them, shall assemble and meet together in the said Chapel,

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from Time to Time, as often as Occasion shall require, and shall there manage and direct the general Business of the said Chapel, and make such Rules, Orders, and Regulations, therein, as to the Majority of the said Committee, assembled at such Meeting, shall appear expedient: AND FURTHER, that every Treasurer, to be appointed as aforesaid, shall, if thereunto required, give Security (to and in the Names of Three or more of the said Committee, to be appointed and chosen as aforesaid) for the Trust in him to be reposed; and all Sums of Money that shall become due and payable from the Seats and Pews in the said Chapel or otherwise, in belonging to or concerning the same, shall be constantly paid to and received by the said Treasurer: AND FURTHER, that the said Committee, or any Five or more of them, shall, and they are hereby authorised, by Writing, under their Hands, to order and direct the said Treasurer, from Time to Time, to pay all such Sum and Sums of Money as shall be by him received for or on Account of the said Chapel, for and towards the Payment of the Salary to the said Pastor or Minister, and the Salaries given or allowed to the Clerk, Sexton, and other Officers and Servants, of or belonging to the said Chapel: The Rent and Taxes of the said Chapel, and the Charges and Expences of and for the necessary Repairs, and other the incidental Expences of or belonging to the same Chapel and Premises, so far as the Amount of the Receipts of the said Treasurer will for that Purpose extend: AND that the said Treasurer shall call on the several Proprietors of the said Chapel for their respective and proportionable Contributions to supply any Deficiency that shall or may, from Time to Time, appear after the whole of the Receipts of the said Treasurer shall have been expended for the Purposes aforesaid: AND FURTHER, that a sober, careful, and proper, Person shall be chosen and appointed to and for the Office of Clerk to the said Chapel, who shall perform the Duties of the same, and also of the Office and Business of Clerk to the Treasurer of the said Chapel and to the said Committee, to be appointed and chosen as aforesaid, so far

far only as relates to and concerns the said Chapel and the Premises thereto belonging, and the general Interests of the said Proprietors, and who shall, in Consideration thereof, have and receive a reasonable Salary. AND FURTHER, that a careful and proper Person shall be chosen and appointed to and for the Office and Offices of Sexton or Pew-opener of the said Chapel, who shall constantly preserve and keep the said Chapel, and Vestry-room adjoining thereto, and other the said Premises, and the sacred Vestments, and other the Appurtenances belonging to the same, clean and in good Order and Condition, and who shall, in Consideration thereof, have and receive a reasonable Salary. AND FURTHER, that, at the said First Meeting of the said Proprietors, of which Notice shall be given in the said Chapel as aforesaid, the said Proprietors shall, after they shall have chosen the said Committee as aforesaid, proceed to the Choice and Nomination of a Clerk to the said Chapel, and then to the Choice and Nomination of a Sexton, and other Officers and Servants to be employed in the Duties and Business of the said Chapel; and all such Elections shall be made by Ballot, and shall go in the Favour of the Person or Persons who shall, by such Means, appear to be chosen and approved by the Majority of the said Proprietors present at such Meeting, (every Proprietor, although he or she may have or possess more than One Share, to be entitled to only One Vote at such Ballot.) AND FURTHER, that the Committee, and several Officers, and Servants, of and for the said Chapel, chosen and appointed at the First Election, as aforesaid, shall be deemed to continue until the 1st Day of July in the Year next following, and no longer, and (unless in Case of some Contingency) shall not be altered until that Time, and in the Month of June in the said Year then next following, as aforesaid, and in every succeeding Year, the said Proprietors shall meet and assemble together in the said Chapel, for the Purpose of proceeding to the Election of Six Committee-Men, and Sexton, and other Officers,

Officers, or Servants, for the said Chapel, of which said intended Meeting of the Proprietors, for the Purpose aforesaid, Notice shall be given from the Desk, in an audible, distinct, and public, Manner, immediately after the Celebration of Divine Service, in the Morning of the Two Sundays next preceding the Day of such intended Meeting as aforesaid, and a written or printed Notice of the same shall be stuck and preserved upon the Doors of the said Chapel, for that Time ; and, upon any Contingency, the Proprietors shall or may be called together, at any other Time or Times in the Year, by such and the like Notice, to assemble to consider of and regulate the Business by a fresh Election, or otherwise, as the Emergency of the Case may require. AND FURTHER, that the said Committee, for the Time being, shall assemble in the said Chapel on Lady-Day, Midsummer-Day, Michaelmas-Day, and Christmas-Day, in every Year, or within 14 Days after each respective Quarter-Day, in order to inspect and examine into the State and Condition of the said Chapel, and other the said Premises, the Treasurer's Receipts and Expenditures, and the Conduct of the Officers and Servants belonging to the said Chapel, and the general Business of the same ; and upon any material Neglect, or Complaint, or Deficiency, or other Accident, shall call the Proprietors together to consider of and to regulate the same, by such Notice as herein-before is, for that Purpose, mentioned. AND FURTHER, that proper Books shall be constantly kept in the said Chapel, in which fair and regular Entries shall be made and kept, of all Receipts and Payments of and by the Treasurer, and of the whole of his Accounts respecting the said Chapel, and other the Premises as aforesaid, and of the Proceedings of the said Committee, and the Whole of the same shall be read to and submitted to the Examination of the Proprietors at large whenever assembled for or upon any of the Occasions herein before-mentioned ; and any of the said Proprietors requiring Means and Opportunity to inspect, examine, and take Extracts from or make a Copy of any Part of

of the said Books or the Accounts and Proceedings aforesaid, shall, at all seasonable Times, have full and free Liberty to do so: AND FURTHER, the said John Dollond, Philip Buckley, John Mawson, Charles Blicke, James Gubbins, Richard Foster, and Robert Tyler, (the Committee appointed for superintending and managing the Erection and Completion of the said Chapel,) do hereby, for themselves, severally and respectively, their several and respective Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the several Persons, Parties to these Presents, of the Third Part, their Executors, Administrators, or Assigns, that when and so soon as the said Chapel shall be built and completed, they, the said John Dollond, Philip Buckley, John Mawson, Charles Blicke, James Gubbins, Richard Foster, and Robert Tyler, or the Survivors of them, shall and will truly and fairly account with Three or more of the said Proprietors, (to be chosen and appointed as Auditors by the Majority of the said Proprietors at some public Meeting of them for that Purpose, of which due Notice shall be given as aforesaid,) for all Moneys by them or either of them received and paid for or on Account of the said Chapel, and shew and produce to the said Auditors all proper Accounts and Vouchers for the Payments that shall have been made by them respectively on Account of the said Chapel, to the Intent that such Accounts may be finally audited, adjusted, and settled, and shall and will pay over such Balance of Moneys (if any) as shall then be in their or either of their Hands unto the Treasurer for the general Purposes of the said Chapel: AND FURTHER, that, when any One of the said Three Lessees shall have departed this Life, it shall and may be lawful to and for the Majority of the said Proprietors, at any public Meeting of them for that Purpose, of which due Notice shall have been given as aforesaid, to elect and choose One other of the Proprietors of the said Chapel, in whom the said recited Indenture of Lease, Chapel, and Premises, may become vested jointly with the then surviving Trustees, and thereupon the said recited Indenture

Indenture of Lease, Chapel, and Premises, with the Appurtenances, shall, by good and effectual Assignments and Assurances in the Law, be so assigned, transferred, conveyed, and assured, by the surviving Lessees, as that the same may be and become legally vested in such surviving Lessees, and such Proprietor so to be chosen as aforesaid, UPON the Trusts herein before-declared concerning the same, and so again, from Time to Time, during the Continuance of the said Term of 99 Years, as often as any One of the Three Persons (in whom the said Indenture of Lease and Premises shall be vested) shall depart this Life, the like Election of One other Proprietor, and the like Assignment and Assurance shall be made, so that the same Indenture of Lease and Premises may be always vested in Three of the Proprietors of the said Chapel upon the Trusts aforesaid: AND LASTLY, it is hereby agreed and declared by and between all and every the said Parties hereto, that this Deed shall be inrolled in his Majesty's Court of King's-Bench, and shall be carefully preserved and kept in an Iron Chest in the said Chapel: IN WITNESS whereof the said Parties to these Presents have hereunto severally set their Hands and Seals the Day and Year first above-written.

